# REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

**DATE ADVERTISED: February 10, 2005** 

RFP Title: King County Employee Charitable Campaign Administrator

Requesting Dept./ Div.: King County Employee Charitable Campaign Committee

RFP Number: 103-05CMB

Due Date: March 10, 2005 — no later than 2:00 P.M.

Buyer: Cathy M. Betts, cathy.betts@metrokc.gov, (206) 263-4267

There will not be a pre-proposal conference for this RFP.

Sealed Proposals are hereby solicited and will ONLY be received by

King County Procurement Services Section Exchange Building, 8<sup>th</sup> Floor 821 Second Avenue Seattle, WA 98104-1598

> Office Hours - 8:00 a.m. - 5:00 p.m. Monday - Friday

# SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name			
Address		City/State/Zip Code	
Signature	Authorized Representative / Title		
E-mail	Phone		Fax
Prime Proposer SEDB Certification number (if applicable - see Section II, Part 7 of this RFP)			

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding a *King County Employee Charitable Campaign Administrator* for the *King County Employee Charitable Campaign Committee*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

<u>Submittal</u>: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) docu*ment. The Proposer shall provide *one unbound original* and *five (5) copies* of the proposal response, data or attachments offered, for *six (6) items* total. The original in both cases shall be <u>noted</u> or <u>stamped</u> "Original". <a href="http://www.metrokc.gov/finance/procurement/find\_us.asp">http://www.metrokc.gov/finance/procurement/find\_us.asp</a>

<u>Questions</u>: Proposers will be required to submit any questions in writing prior to the close of business Thursday, February 17, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy M. Betts, Buyer <a href="mailto:cathy.betts@metrokc.gov">cathy.betts@metrokc.gov</a> / Secondary – Roy L. Dodman, Senior Buyer <a href="mailto:roy.dodman@metrokc.gov">roy.dodman@metrokc.gov</a>. Questions may also be sent via fax or mail to the address above.

# **SECTION I – GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Contractor. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County International Airport, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be

- negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Contractor and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts (206) 263-4267 cathy.betts@metrokc.gov or Roy L. Dodman / Senior Buyer (206) 263-4266
rov.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <a href="http://www.bls.gov/cpi/">http://www.bls.gov/cpi/</a>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other nonpartisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the King County Employee Charitable Campaign Committee, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

R. <u>Electronic Commerce and Correspondence</u>. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most

Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at

http://www.metrokc.gov/finance/procurement. Please refer to the "RFPs, RFQs & ITBs / New / Goods & Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the Contractors submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Goods & Services" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," PROPRIETARY" or BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK.

# PART 1 – Campaign Administrator

The Campaign Administrator for the King County Employee Charitable Campaign ("KCECC"), shall, under the general oversight of the Employee Charitable Campaign Committee ("ECCC"), administer the operations, publicity and budget for the KCECC. In addition, the administrator will serve as philanthropic consultants to the ECCC. The duties of the Campaign Administrator shall include the following:

- A. Provide **Administrative and Fiscal Services** to support and assist the work of the ECCC by: (approximately 50% of the total work)
  - 1. Providing staffing resources to support and assist the ECCC by: coordinating meeting space for the committee's regular meetings; setting and distributing meeting agendas, minutes, and related materials; recording committee actions by preparing accurate and timely meeting minutes; serving as the front-line recipient of telephone calls, mail, and personal inquiries directed to the ECCC's central points of contact (voice mail box, phone number, etc); maintaining the official committee files in accordance with King County records retention standards; preparing correspondence on behalf of the committee; and performing other administrative duties as needed to support the work of the committee.
  - 2. In February, prepare and mail letters approved by the ECCC to each federation, member agency, and independent charity participating the Campaign the amounts designated to the entity.
  - 3. Provide staffing resources to: pay all invoices associated with the campaign, track all campaign expenses against approved annual budget; prepare detailed monthly financial reports for committee review; and prepare occasional special reports to assist the committee with analysis of the costs associated with the campaign.
  - 4. In addition, the administrator is responsible for processing all pledges, which will include data entry, data retrieval and management, quality assurance procedures, and coordinating with King County's Financial Management Division at the direction of the ECCC to ensure that pledges are submitted in a format that will interface seamlessly with King County's two financial systems (note: King County has two systems for payroll processing, but individual pledges get processed through one or the other, not both systems).
  - 5. Forward all checks made out to charitable agencies, federations or their members directly to the recipient within 15 working days of receipt.
  - 6. The Campaign Administrator will protect any propriety information and donor privacy related to the KCECC. Such information may be released only with the express permission of the donor or the ECCC.
  - 7. Note: The Campaign Administrator is not responsible for the fiduciary functions of routing and delivery of payroll deduction proceeds. Access to contributor forms and summary report sheets shall be confidential and limited to data processing personnel assisting in processing these documents.
- B. **Loaned Executive Management.** Elements of Loaned Executive Management should include: (approximately 30% of the total work)
  - 1. Train, manage, supervise and evaluate a team of at least four (4) campaign account managers, loaned from the King County work force to work full time during the active weeks of the campaign. The account managers, also known as "loaned executives" are responsible for providing daily assistance and support to department coordinators and boosters in delivering an effective workplace giving campaign. The Loaned Executive Team may be housed at a county location or at a location chosen by the Administrator, as negotiated in the final contract.
  - 2. Development and delivery of a 4 to 5 day training specific to King County's workplace giving campaign. The training for Loaned Executives. The 4-5 day training shall include at least the following components: general fund raising strategies; communications principles; review of campaign structure,

including administrative roles and responsibilities; project management; database and technical tools orientation; marketing; maintenance of records and the diverse cultural aspects of King County agencies (white and blue collar workforce, all schedules, racial and ethnic diversities, etc). In addition, training shall include one day spent touring some of the campaign's participant charities.

- 3. Provide daily direct supervision and leadership to the Loaned Executive team in accordance with the guidelines set forth by the ECCC. Ensure that the LE Team provides the KCECC with monthly progress reports. Perform a mid-campaign and final performance evaluations of individual loaned executives and the LE team as whole.
- 4. Provide direct supervision of the LE Team in developing and delivering trainings and strategy sessions to county coordinators and boosters. The goal of the trainings and sessions shall be to orient the coordinators and boosters to campaign goals, policies, and procedures, as well as to facilitate the distribution of materials, scheduling of presentations and collection of pledge forms connected with the KCECC.
- C. **Publicizing the Campaign** (this represents approximately 15% of the total work)
  - 1. In coordination with ECCC and charities, and under the direction of the Campaign Management Team, design, develop, coordinate and distribute campaign publicity materials, which specifically includes campaign posters and notices of special events.
  - 2. Develop content and format for charity listings to be included in the campaign catalog. Coordinate content development, photographs, layout, design, printing, production and distribution of the campaign catalog.
  - 3. Under direction of the ECCC and with assistance of the LE Team, plan and coordinate distribution of employee pledge forms (approx. 14,000 employees).
  - 4. Under the direction of the ECCC, and in coordination with the Campaign Management and Loaned Executive Teams, assist with planning, timeline development and implementation of special events, including a kick-off event, awards ceremony, and related activities.
  - 5. Relying on existing relationships with community partners who are participant charities in the KCECC, coordinate for the provision of speakers, agency videos, and other publicity tools to increase awareness about the charitable causes encompassed in the KCECC.
- D. **Philanthropic Consulting** (this represents approximately 5% of the total work)
  - 1. Assist the ECCC in developing campaign strategies to maximize results, resolve situational challenges, and increase participation as needed.
  - 2. Assist the ECCC to prepare a final report of the campaign year and collect feedback from volunteers, charities and ECCC members on the conduct, strengths, and weaknesses of the campaign. The report shall include recommendations to the ECCC on approaches for future campaigns.
  - 3. Provide measurement models and regular status reports to ensure that the committee has useful information by which to judge the success and challenges of the campaign during its active months.

# **PART 2 – King County Commitments**

The preceding Scope of Work for the Campaign Administrator is predicated on the following commitments by King County:

The County's primary role in each annual campaign shall be to facilitate the Campaign Administrator to conduct its activities in accordance with K.C.C. Chapter 3.36 and as regulated by the ECCC, and to encourage County employees to make any charitable contributions they wish to make for each annual campaign. To this end, the County, represented by the King County Employee Charitable Campaign Committee (ECCC) shall:

A. In coordination with the Campaign Administrator, establish and adhere to a clear timeline for the campaign activities to be accomplished. For instances that prevent adherence to the established timeline,

- negotiate with the Administrator to develop an alternative timeline that is responsive to the needs and limitations of both parties.
- B. Recruit one senior manager and one elected official who shall serve as the County's Campaign Co-chairs for the King County Employee Charitable Campaign. The Co-chairs will be responsible to seek support and endorsement from department heads, elected officials and other King County personnel.
- C. Appoint a Campaign Management Team from the ECCC who, with the assistance of the Campaign Administrator, will oversee, review or approve the following activities:
- D. Contact with all Executive departments and other branches and departments of County government to notify them of the schedule and plans for the campaign and encourage the appointment of departmental coordinators to coordinate activities with the Campaign Administrator.
- E. Direct the implementation of training activities in accordance with the guidelines set forth by the ECCC.
- F. Work with the Campaign Administrator to develop a schedule for presentations to all participating departments.
- G. Request representatives of labor unions, where appropriate, to be actively included in the presentations and to endorse the campaign to their members.
- H. Direct the implementation of publicity activities in accordance with the guidelines set forth by the ECCC.
- I. Direct the implementation of other campaign activities in accordance with the guidelines set forth by the ECCC.
- J. Prepare an evaluation of the campaign for the Civil Review Board.
- K. Set the campaign budget, theme, goals and schedules.
- L. Define campaign rules.
- M. Determine eligibility of charitable organizations that participate in the campaign, based on direction provided in King County code.
- N. Solicit, screen, and approve charitable organizations for eligibility in the campaign.
- O. Encourage all County employees to attend one of the charitable campaign presentations conducted within the time allotment established by rules developed by the ECCC.
- P. Hear complaints and decide appeals related to the campaign.
- Q. Recommend changes to the King County Ordinance governing the campaign.
- R. Facilitate the production and distribution of pledge forms that will meet the recordkeeping requirements of the Administrator and of King County payroll processing.
- S. Review the rough draft of the campaign catalog, which is derived from the eligibility review process and created by the Administrator.
- T. Conduct final campaign evaluation and prepare report after conducting debriefings with coordinators, Loaned Executives, and participating charities.
- U. Establish campaign budget and planned expenditures. Approve budget variances that exceed 20% of the planned budget for an account or line item.
- V. Provide performance feedback to the campaign administrator at least twice per contract year.
- W. Reimburse to the Campaign Administrator approved campaign expenses incurred and itemized no later than 30 days after receipt of summary report of actual costs and other supporting documentation requested by the ECCC.
- X. Decide all other policy issues.
- Y. Recruit and sponsor or provide four or more Loaned Executives.

- Z. Coordinate the provision of county resources, including four Loaned Executives, and the use of motor vehicles, laptop computers (including software to provide remote access with the King County computer network), cellular phones, and business cards needed for the conduct of their Loaned Executive duties.
- AA. Enter into the contract upon the approval of the King County Council and King County Executive, as required under K.C.C. Chapter 3.36.

# PART 3 – Campaign Administrator Required Qualifications

The successful applicant must demonstrate competence and a successful record in the required qualifications described in this section.

#### A. Organizational Capacity and Capability

The applicant must:

- 1. Demonstrate a general understanding of and commitment to the King County Employee Charitable Campaign (KCECC).
- 2. Demonstrate a history of running successful workplace giving campaigns of similar size and nature; and
- 3. Have the organizational and technological capacity needed to perform the functions of the job from creation of marketing materials to tracking expenditures, processing pledges, and coordinating agency participation in publicity events associated with the campaign.

#### B. Pledge Support

The applicant must demonstrate the ability to receive, route, and do early processing of pledge forms (not the payout portion, which is done by payroll). This pledge support must include Loaned Executive training and support, software needed to report regular results to campaign volunteers and the KCECC Committee, and the reconciliation of pledges distributed to pledges made.

#### C. Prior Experience

The applicant must demonstrate recent and relevant performance on similar workplace giving campaigns (preferably in public sector campaigns), including information about the scope of the effort and contact information so that quality of the work can be verified.

#### D. Overall Campaign Plan

The applicant must demonstrate a plan on how the applicant intends to perform the work described in the solicitation, including the methods, activities, projected outcomes, and timing for performing the tasks required.

#### E. Campaign Committee Support

The applicant must demonstrate the ability to:

- 1. Have effective communication and working relationship with the KCECC; provide administrative support to the committee, including meeting minutes, agenda production, and similar functions;
- Provide management and implementation of quality controls to ensure an accurate campaign catalog, accurate meeting minutes, and accurate tracking of decisions made during the eligibility review process; and
- 3. Assist with the establishment of a network of campaign volunteers.

# F. Campaign Marketing

The applicant must demonstrate the ability to:

- 1. Produce quality campaign marketing materials:
- 2. Assist in the development and planning for campaign publicity and outreach events; and

3. Provide expertise and guidance on appropriate messaging tools and strategies for effectively communication with King County employees with regards to the campaign.

# G. Financial Accountability

The applicant must demonstrate:

- 1. A sound fiscal approach;
- 2. The ability to regularly report expenditures against budget;
- 3. The ability to propose an annual budget based on anticipated expenditures; and
- 4. The ability to ensure that the campaign costs are kept to an acceptable minimum, consistent with the direction of the KCECC Committee.

# PART 4 - Reporting

The King County Employee Charitable Campaign Committee is the primary client. The Administrator must be prepared to brief and advise the Committee relative to the activities described in Section II Scope of Services.

#### **PART 5 - Selection and Contract Process**

The ECCC is seeking the services described in Section II Scope of Services. Administrators wishing to be considered must submit a proposal that outlines in detail how they will provide those services. Proposers may submit written questions regarding the nature and requirements of the work on or before February 17, 2005. An ad hoc committee of the ECCC will evaluate the written proposals and determine the finalists, and may conduct in-person interviews of finalists before selecting and negotiating the final contract with the successful proposer.

# PART 6 - Compensation, Submission, and Timeline

The ECCC has budgeted \$100,000 for the contract, which runs from May 1, 2004, through March 31, 2005. If the evaluators conclude that the work cannot be completed within the budget, the County reserves the right to reduce the scope of work. The County also reserves the right to increase the amount of money available for the project. A payment schedule will be negotiated, and payments will be based on the delivery of work products.

# **PART 7 – King County Contracting Opportunities Program**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <a href="http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm">http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm</a> or contacting the BDCC office at (206) 205-0711.

In the evaluation of proposals, ten points will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of proposal submittal. After

tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

- 1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
- 2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SEDB Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SEDB has the management and technical expertise to perform using its own workforce and resources.

#### PART 8 - Submission Framework

The proposers' submissions shall follow the sequence outlined below. Each proposal shall include, at a minimum, the following (not to exceed 10 pages):

- A. The following information for the primary contact person submitting this proposal:
  - Name
  - Title
  - Company Name
  - Mailing Address
  - Phone
  - Fax
  - E-mail address
- B. Provide background information about your organization, including which, if any, workplace giving campaigns you have administered and the dates of those campaigns.
- C. Describe the roles (and where possible, actual names) of the person or persons who will be assigned from your organization to this project. If using a team approach, please list specific team member roles (and where possible their names and titles), and include a brief description of the contributions each role will represent in the performing the duties and producing the deliverables outlined in this scope of work.
- D. Describe specific workplace giving campaigns you have actually worked on and report the results of the campaign. Please indicate the workplace giving campaigns, dates of the campaigns, and campaign results. Please provide contact information for a reference check for each campaign.
- E. Describe the general approach you would use to provide the required services listed in Section II Scope of Services. Please include:
  - Proposed division of tasks and responsibilities between your firm and the County;
  - Costs for each of the required services, including total cost.

# PART 9 – Proposed Schedule (Subject to Change)

Request for Proposals announced	February 10, 2005
Proposer questions due	Feb 17, 2005
Responses to questions (addendum) issued	Feb 22, 2005
Proposals due, no later than 2 p.m.	March 10, 2005
Evaluation Process	March 14, 2005
Select finalists	March 16, 2005
Conduct interviews with finalists (Optional)	March 17-21, 2005
Selection of highest ranked proposer / begin contract negotiations	March 22, 2005
Contract submitted to ECCC for approval	March 25, 2005
Contract signature / notice to proceed	March 29, 2005
Initial consultant meeting with ECCC	April 1, 2005

#### PART 10 - Selection Criteria

The following criteria will be used to evaluate the written proposals and select the finalist for interview, if appropriate, with each criteria item counting 10 points and based on the applicant's ability to meet the Campaign Administrator Qualifications in light of the required Scope of Work:

A.	Organizational Capacity and Capability	15 Points
B.	Pledge Support	15 Points
C.	Prior Experience	10 Points
D.	Overall Campaign Plan	10 Points
E.	Campaign Committee Support	20 Points
F.	Campaign Marketing	10 Points
G.	Financial Accountability	20 Points
Н.	SEDB Certification	10 Points

# PART 11 - Interviews (Optional)

Representatives of the King County Employee Charitable Campaign Committee will evaluate the proposals received. Interviews may be conducted with top-ranked proposers, if a selection is not made on the basis of the written proposals alone. If interviews are conducted, the final selection would then be based on a combination of the written proposal and oral interview evaluation. The interview shall be worth 40 points.

#### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; <u>provided</u> however, that no specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and <u>provided further</u> that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Contractor shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this section. The Contractor will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Contractor shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- E. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
  - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
  - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

- 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
- 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain <u>times</u> is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

#### PART 2: REQUIRED SUBMITTALS

- A. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  - 1. A Personnel Inventory Report on the form provided by the County.
  - 2. An Affidavit of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
  - 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Contractor obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

#### PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-contractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. <u>Non-Discrimination</u>. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-contractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
  - During the performance of work performed under any Agreement resulting from this RFP, neither the Contractor nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.
- C. <u>Record-Keeping Requirements.</u> The Contractor shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-contractors and suppliers in this contract and in its overall public and private business activities for the same period. The Contractor shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract. Contractor shall make such

documents available to the County for inspection and copying upon request. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- D. <u>Open Competitive Opportunities.</u> King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
  - 1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
  - 2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  - 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
  - 4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
  - 5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
  - 6. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

- 1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
- 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
- 3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.
- E. <u>Sanctions for Violations.</u> Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

#### PART 4: REQUIREMENTS DURING WORK

#### A. Site Visits

King County may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by King County during such visits.

# PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended

("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

#### **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

#### PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination.
  - If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.
- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
  - If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.
  - If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.
- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part.
  - If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.
  - Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

#### PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Contractor is an *independent contractor*, and neither the Contractor nor its officers, agents or employees are an employee of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
  - The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Contractor, its employees or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Contractor of work, services, materials and/or supplies by Contractor employees or other suppliers in connection with the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Contractor by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

#### PART 3: INSURANCE

The selected Contractor shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

#### PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;

- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

# PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

# **SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <a href="http://www.metrokc.gov/finance/procurement/forms.asp">http://www.metrokc.gov/finance/procurement/forms.asp</a>.

B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of this Chapter shall be a material breach of contract.

- 1. The Contractor covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Contractor shall take appropriate steps to assure compliance with this provision.
- 2. If the Contractor violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
- 3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <a href="http://www.metrokc.gov/ethics/">http://www.metrokc.gov/ethics/</a>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) <a href="Advice and Guidance">Advice and Guidance</a> "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

#### C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Contractors able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Contractor may notify the Contract Administrator, who may waive the recycled paper requirement. The Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

# D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

#### E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

#### **SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with

an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

#### **SECTION VII – REQUIRED FORMS**

The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance Union or Employee Referral Agency Statement (if applicable)
- D. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- E. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to <a href="mailto:cathy.betts@metrokc.gov">cathy.betts@metrokc.gov</a> or <a href="mailto:roy.dodman@metrokc.gov">roy.dodman@metrokc.gov</a>.

#### **SECTION VIII - BID PROPOSAL CHECKLIST**

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Five (5) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

